

St. Louis City Ordinance 63874

FLOOR SUBSTITUTE

BOARD BILL NO. [96] 173

INTRODUCED BY ALDERMAN MARY ROSS

An ordinance recommended by the Airport Commission and the Board of Public Service authorizing and directing the Mayor and the Comptroller to execute and deliver on behalf of the City of St. Louis (the "City") to the St. Louis County Water Company (the "Utility"), an easement agreement between the City of St. Louis (the "City") and the Utility (the "Easement Agreement"), in order to accommodate construction required as a part of the New East Terminal parking garage; this Easement Agreement, which is attached hereto as Attachment 1 and made a part hereof, grants to the Utility a utility easement for the construction, operation and maintenance of water lines and appurtenance under certain conditions on property owned by the City and located on and a part of Lambert-St. Louis International Airport in St. Louis County, as therein described; and containing an emergency clause.

BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

Section One. The Mayor and the Comptroller are hereby authorized and directed to execute and deliver on behalf of the City of St. Louis (the "City") to the St. Louis County Water Company (the "Utility"), an easement agreement between the City and the Utility (the "Easement Agreement"), in order to accommodate construction required as a part of the New East Terminal parking garage; this Easement Agreement, which grants to the Utility a utility easement for the construction, operation and maintenance of water lines and appurtenance under certain conditions on property owned by the City and located on and a part of Lambert-St. Louis International Airport in St. Louis County, is to read in words and figures as set out in Attachment 1 which is attached hereto and made a part hereof.

Section Two. This being an Ordinance providing for a Public Work and Improvement Program, it is hereby declared to be an emergency measure as defined in Article IV, Section 20 of the City Charter and shall become effective immediately upon its approval by the Mayor of the City of St. Louis.

ATTACHMENT 1

UTILITY EASEMENT AGREEMENT
ST. LOUIS COUNTY WATER COMPANY

THIS EASEMENT AGREEMENT, by and between The City of St. Louis, a municipal corporation of the State of Missouri ("City") acting by and through its Mayor and Comptroller, and St. Louis County Water Company, a Missouri corporation (the "Utility").

WITNESSETH THAT:

WHEREAS, the City owns and operates Lambert - St. Louis International Airport ("the Airport");

WHEREAS, under an easement agreement dated January 5, 1984, made between the City and the Utility, as authorized by Ordinance 59009 approved December 27, 1983, the City dedicated to the Utility a twenty (20) foot wide utility easement for the operation and maintenance of water lines, pump station and appurtenances serving customers in St. Louis County, as recorded in Book 7608, Page 2408 of the St. Louis County Records (the "Existing Utility Easement");

WHEREAS, it is necessary in order to accommodate construction required as a part of the New East Terminal parking garage to relocate a portion of the Utility's twenty (20) inch water main, which runs along Lambert International Boulevard and is the subject of the Existing Utility Easement, thereby necessitating the granting by the City to the Utility a utility easement relative to the construction, operation and maintenance of water lines and appurtenance on property owned by the City and located on Airport, as described herein; and

WHEREAS, the City desires the cancellation and annulment of that portion of the Existing Utility Easement, as described herein, where the water main is being rerouted from the Existing Utility Easement and thereby abandoned by the Utility.

NOW THEREFORE, for and in consideration of the mutual promises, covenants and agreements herein contained, and other valuable considerations, the City hereby grants to the Utility a "Utility Easement" described as follows:

A ten feet (10 ft) wide utility easement the boundary of which being more particularly described as follows:

An easement on a tract of land in U.S. Survey 656, Township 46 North, Range 6 East, St. Louis County, Missouri, said easement described as follows:

Commencing at a point, said point being the intersection of the westerly line of U.S. Survey 656 and the northerly right-of-way line of Interstate Highway 70; thence along said northerly right-of-way line South 55 degrees 54 minutes 16 seconds East, 813.23 feet to a point; thence South 70 degrees 10 minutes 30 seconds East, 3.17 feet to the centerline of an existing 20 foot wide easement; thence departing from said northerly right-of-way line along the centerline of the existing 20 foot wide easement, North 32 degrees 12 minutes 34 seconds East, 102.83 feet to a point at the south boundary of an existing easement dedicated to the St. Louis County Water Company as recorded in Book 7608, Page 2408; thence along said existing south easement line North 55 degrees 53 minutes 53 seconds West, 737.60 feet to the point of beginning:

Thence departing said existing south easement line, South 34 degrees 06 minutes 07 seconds West, 10.00 feet to a point; thence North 55 degrees 53 minutes 53 seconds West, 190.00 feet to a point; thence North 34 degrees 06 minutes 07 seconds East, 10.00 feet to a point on the aforementioned south existing easement line; thence along said south existing easement line, South 55 degrees 53 minutes 53 seconds East, 190.00 feet to the point of beginning and containing 0.044 acres more or less, a plat identified as Exhibit "A" of the easement described above being attached herewith.

The City is willing that the Utility so use the Utility Easement subject to the following terms, covenants and conditions:

1. USE. The Utility may use this Utility Easement only for the construction, operation and maintenance of water lines, pump station and appurtenances serving customers in St. Louis County.
2. INDEMNIFICATION. Utility agrees to indemnify and save harmless the City, its Board of Aldermen, Airport Commission, officers, agents and employees from and against any and all loss of or damage to property of third persons, or injuries to, or death of, any person or persons, and from any negligent actions or negligent proceeding of any kind whatsoever, in any way resulting from, or arising out of the negligent acts and omissions of officers and employees of the Utility arising out of this Agreement or the negligent use and occupancy of the Premises and the Airport; and Utility agrees to defend the City in any action or proceeding brought thereon. City agrees to give prompt notice of any claims. Utility shall have the right to defend, compromise, or settle to extent of Utility's interest.

3. **TERM.** The term of this Easement Agreement shall begin on , 1996 and shall end only if and when and to the extent the Utility abandons its facilities within the Utility Easement.

4. **RESTORATION.** Utility shall not change the existing ground elevation or drainage pattern. All surfaces shall be restored to their original ground elevation, drainage pattern and condition after completion of the initial or any subsequent construction or repairs. Utility shall reimburse private owners who lease airport land, for damages to tiled land, crops or other property.

5. **ACCESS.** Utility has the right of free access to the Utility Easement for its employees and agents, together with the right to use additional space adjacent to the above described easement as may be required during the period of construction and maintenance. Utility will give City reasonable notice of its need to enter the easement for non-emergency purposes.

6. **OBSTRUCTION OR INTERFERENCE.** The City agrees not to obstruct or interfere with the maintenance of such pipe line or lines, and any connections to the pipe line, by erecting or causing to be erected any building or structure on this easement.

7. **RIGHTS LIMITED.** No rights, except those specifically set out in this Easement Agreement are granted to the Utility.

8. **RELEASE OF INTEREST IN LAND.** The Utility hereby releases and abandons unto the City that portion of the Existing Utility Easement and all interest therein, which was dedicated by the City to the Utility as recorded in Book 7608, Page 2408 of the St. Louis County Records, said abandoned portion of the existing utility easement being described as follows:

The vacated or abandoned portion of an existing utility easement on a tract of land in U.S. Survey 656, Township 46 North, Range 6 East, St. Louis County, Missouri, said vacated or abandoned portion being more particularly described as follows:

Commencing at a point, said point being the intersection of the westerly line of U.S. Survey 656 and the northerly right-of-way line of Interstate Highway 70; thence along said northerly right-of-way line, South 55 degrees 54 minutes 16 seconds East, 813.23 feet to a point; thence South 70 degrees 10 minutes 30 seconds East, 3.17 feet to the centerline of an existing 20 foot wide easement; thence departing from said northerly right-of-way line along the centerline of the existing 20 foot wide easement, North 32 degrees 12 minutes 34 seconds

East, 102.83 feet to a point at the south boundary of an existing easement dedicated to the St. Louis County Water Company as recorded in Book 7608, Page 2408; thence North 32 degrees 12 minutes 34 seconds East, 11.00 feet to a point; thence North 67 degrees 50 minutes 58 seconds East, 42.50 feet to a point at the north boundary of said existing easement dedicated to the St. Louis County Water Company; thence along said existing north easement line, North 55 degrees 53 minutes 53 seconds West, 84.50 feet to a point; thence North 65 degrees 54 minutes 22 seconds West, 103.58 feet to a point; thence North 69 degrees 31 minutes 30 seconds West, 33.96 feet to a point; thence North 55 degrees 53 minutes 53 seconds West, 213.00 feet to a point; thence North 64 degrees 15 minutes 50 seconds West, 68.73 feet to a point; thence North 55 degrees 53 minutes 53 seconds West, 61.00 feet to a point; thence North 39 degrees 02 minutes 23 seconds West, 34.48 feet to a point; thence North 55 degrees 53 minutes 53 seconds West, 169.19 feet to the point of beginning:

Thence departing said existing north easement line, South 34 degrees 06 minutes 07 seconds West, 5.68 feet to a point; thence North 55 degrees 53 minutes 53 seconds West, 51.08 feet to a point; thence South 34 degrees 06 minutes 07 seconds West, 15.03 feet to a point; thence North 55 degrees 53 minutes 53 seconds West, 78.14 feet to a point; thence North 34 degrees 06 minutes 07 seconds East, 20.71 feet to a point on the aforementioned existing north easement line; thence along said north existing easement line, South 55 degrees 53 minutes 53 seconds East, 129.22 feet to the point of beginning and containing 0.044 acres more or less, a plat identified as Exhibit "B" of the easement vacation described above being attached herewith;

and it is the intent that such right shall cease and terminate upon the completion of the relocation of the Utility's twenty (20) inch water main.

Executed this day of , 1996 on behalf of the City of St. Louis.

The foregoing Easement Agreement was approved by the Airport Commission at its meeting on the day of , 1996.

Commission Chairman Date
and Director of Airports

THE CITY OF ST. LOUIS
BY AND THROUGH THE
BOARD OF PUBLIC SERVICE

By:

President, Board of Date
Public Service

THE FOREGOING EASEMENT AGREEMENT WAS APPROVED BY THE
BOARD OF PUBLIC SERVICE ON:

(Date)

By:
Secretary, Board of
Public Service

APPROVED AS TO FORM: THE CITY OF ST. LOUIS

Tyrone A. Taborn Date Freeman R. Bosley, Jr.
City Counselor Mayor, City of St. Louis

STATE OF MISSOURI)

CITY OF ST. LOUIS) ss. On this day of , 1996 before me appeared Freeman R.
Bosley, Jr., Mayor, to me personally known, who being by
me duly sworn, did say he is the Mayor of the City of St. Louis, a municipal
corporation of the State of Missouri, and that the seal affixed to the foregoing
instrument is the corporate seal of said municipal corporation and that said
instrument was signed and sealed in behalf of said corporation pursuant to
Ordinance Number , approved , 1996.

IN TESTIMONY WHEREOF, I have herewith set my hand and affixed my notarial seal the day and year above written.

Notary Public

My commission expires .
COUNTERSIGNED: ATTEST:

Darlene Green Gladys Gray Date
Comptroller, City of St. Louis Register, City of St. Louis

STATE OF MISSOURI)

CITY OF ST. LOUIS) ss.
) On this day of , 1996 before me appeared Darlene Green,
 Comptroller, to me personally known, who being by me

Legislative History					
1ST READING	REF TO COMM	COMMITTEE	COMM SUB	COMM AMEND	VOTE
09/13/96	09/13/96	T&C			
2ND READING	FLOOR AMEND	FLOOR SUB	VOTE	PERFECTN	PASSAGE
10/18/96				10/25/96	11/01/96
ORDINANCE	VETOED		VETO OVR		EFFECTIVE
63874					